



1370 Mission Street, Suite 300, San Francisco, CA 94103 (School address / main location)

2161 Shattuck Avenue, Berkeley, CA 94704 (Auxiliary classroom location)

Phone: (415) 552-1001

Website: <http://www.advancesl.com>

## ENROLLMENT AGREEMENT

(Courses subject to Article 7 of California Code of Regulations)

Name \_\_\_\_\_

Current Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

This agreement will be effective from when you sign this form, and will remain effective until your completion or withdrawal from the institution.

You are enrolling in the following course:

Educational Program \_\_\_\_\_ Course Location \_\_\_\_\_ Total Hours \_\_\_\_\_

Program Start Date \_\_\_\_\_ Program Scheduled Completion Date \_\_\_\_\_

Period of attendance covered by this enrollment agreement

Start Date \_\_\_\_\_ End Date \_\_\_\_\_

**Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at P.O. Box 980818, West Sacramento, CA 95798-0818, [www.bppe.ca.gov](http://www.bppe.ca.gov), Tel # (888) 370-7589 or by fax (916) 263-1897, Tel # (916) 431-6959 or by fax (916) 263-1897**

Date of Cancellation \_\_\_\_\_

## **CANCELATIONS, WITHDRAWALS, AND REFUNDS**

**STUDENT'S RIGHT TO CANCEL:** In accordance with BPPE policy, the student has the right to cancel their enrollment and obtain a refund of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is later. If a student wishes to cancel, the school requests that the student give written notice to the school via mail, email, or hand delivery. The notice should be given or addressed to either the Academic Director or Administrative Assistant. The notice is considered effective on the date it is received by the school.

**STUDENT'S RIGHT TO WITHDRAW FROM THIS PROGRAM:** As per BPPE policy, a student has the right to withdraw from this program of instruction at any time and receive a refund of tuition if the student has completed 60 percent or less of the period of attendance.

**REFUNDS:** The refund policy for students who have completed 60 percent or less of the period of attendance shall be a pro rata refund. According to California Code of Regulations, a pro rata refund pursuant to section 94919(c) or 94920(d) or 94927 of the Code shall be no less than the total amount owed by the student for the portion of the educational program provided subtracted from the amount paid by the student. The amount owed equals the daily charge for the program (total institutional charge, divided by the number of days in the program), multiplied by the number of days remaining in the paid period of attendance after subtracting days the student attended, or was scheduled to attend, prior to withdrawal. (Please note that if a student is present for at least one day of a scheduled week, the remaining days of that scheduled week are also included for calculation purposes.) For instance, the daily charge of the program tuition fee is \$17.85 (\$500 divided by 28 days). If a student has paid \$1500 for 84 days (12 weeks), and he/she only attended classes for 14 days, the total refund will be \$1250, which is calculated from \$1500 (the total amount the student has paid) - \$250 (\$17.85 daily charge, multiplied by 14 days).

As per BPPE policy, if the student has received federal student financial aid funds, the student is entitled to a refund of moneys not paid from federal student financial aid program funds.

In accordance with ACCET's policies, please note that for refund calculation purposes, the student's Last Date of Attendance (LDA) is the last day the student is physically in class. Also, note that our school will pay refunds within 45 days of a student's cancellation or withdrawal. The precise date on which these 45 days begin (referred to by ACCET as the Date of Determination) is one of the following:

- (a) the date the student gives notice of withdrawal to the institution; if the student gives advance notice, then the date will be the Last Date of Attendance (LDA);
- (b) the date the institution administratively withdraws the student (for example, if the student has been absent without excuse for 30 days);
- (c) the date the institution terminates the student due to the student's failure to adhere to the institution's attendance, conduct, or student progress policy.

Note: For students who cancel or never attend the school ("no-show"), the refund is due a maximum of 45 calendar days from the first scheduled day of class or the date of cancellation, whichever is earlier.

Please note that our school's refund policy combines the requirements of both BPPE and ACCET, always giving precedence to the aspects that are most beneficial to the student.

## TUITION AND FEES

The length of study for the full ESL program (from Beginner level through High Advanced level) is 1872 hours (104 weeks, i.e. two years). Please note that a student's actual educational program length may be shorter or longer depending on their starting level, need to repeat a level, etc. (The maximum time a student may spend at the school is three years.) Students may pay the tuition for their educational program in 4-week installments.

The length of study for the TOEFL program is 234 hours (13 weeks). Please note that a student's actual educational program length may be longer if they decide to repeat the course. Students may pay the tuition for their educational program in 4-week installments.

The following are the total charges the student is obligated to pay for the course of instruction and all other services and facilities furnished or made available to the student by the school, including any charges made by the school for tuition and books, and including any other fees and expenses that the student will incur upon enrollment.

### Applicable to new students:

Application Fee.....\$ 100 (non-refundable upon submission of application)

Testing Fee.....\$20 (non-refundable after initial test code generated)

### Applicable to all students:

Tuition – ESL ..... \$500 (per 4 week installment)

Tuition – TOEFL ..... \$500 (per 4 week installment)

STRF Fee.....\$ 0.00 (for each \$1000 charge) (non-refundable upon payment )

Textbook (ESL or TOEFL).....\$80 (available from third party if not available at school: refundability depends on where book is purchased\*)

### Only for applicable students:

International Processing Fee...\$100 (Students applying from overseas only) (non-refundable upon submission of application)

Additional testing fee.....\$10 (Per additional test as needed) (non-refundable after test code generated)

Student ID..... \$20 ( ESL & TOEFL) (non-refundable once issued to student)

Registered Mail / Express / FedEx.....\$50/\$100/\$150 (non-refundable once delivery underway)

Bounced Check Fee.....\$100 (non-refundable upon payment)

Late Fee.....\$50 per week late (for late tuition payment) (non-refundable upon payment)

I-20 Extension Fee.....\$50 (non-refundable upon payment)

Transcript Fee.....\$ 15 (1<sup>st</sup> transcript is free of charge) (non-refundable upon issuance of transcript)

**\*Note:** As textbooks are not always sold by the school, students are responsible for purchasing textbooks on their own (e.g. from third-party sellers). In cases where textbooks *are* bought directly from the school, they are refundable within 7 days if they remain in the same condition as when they were sold. In cases where textbooks are bought from a third party (e.g. Amazon.com), refundability depends on the third party refund policy.

**IF YOU OBTAIN A STUDENT LOAN TO PAY FOR YOUR EDUCATIONAL PROGRAM, YOU ARE RESPONSIBLE FOR REPAYING THE LOAN PLUS ANY INTEREST, LESS THE AMOUNT OF ANY REFUND.**

If the student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur:

- (1) The federal or state government or a loan guarantee agency may take action against the student, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan.
- (2) The student may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.

**NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION**

The transferability of credits you earn at Advance English Academy is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in your educational program is also at the complete discretion of the institution to which you may seek to transfer. If the certificate that you earn at this institution are not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending Advance English Academy to determine if your certificate will transfer.

**This institution does not extend credit. All payments referenced below are made in advance of instruction.**

TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE: \$ \_\_\_\_\_

ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM: \$ \_\_\_\_\_

THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT: \$ \_\_\_\_\_

A first installment of \_\_\_\_\_  was paid  is payable on (date \_\_\_\_\_).

The remaining amount of \_\_\_\_\_ is due over the course of the current period of attendance.

The student has seen here all the charges mentioned above.

**X** \_\_\_\_\_ Date Signed \_\_\_\_\_

Student's Signature

Prior to signing this enrollment agreement, you must be given a catalog or brochure and a School Performance Fact Sheet, which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passage rates, and salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this agreement.

Initial \_\_\_\_\_

I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, and salary or wage information, and the most recent three-year cohort default rate, if applicable, included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet.

Initial \_\_\_\_\_

**A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 toll-free or by completing a complaint form, which can be obtained on the bureau's internet web site [www.bppe.ca.gov](http://www.bppe.ca.gov).**

**This enrollment agreement is legally binding when signed by the student and accepted by the institution.**

**I understand that this is a legally binding contract. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me.**

**X** \_\_\_\_\_ Date Signed \_\_\_\_\_  
Student's Signature

For Office Use Only: (The school has met disclosure requirements as required by code and regulation.)

\_\_\_\_\_  
School Official's Signature

\_\_\_\_\_  
Printed Name of Official

\_\_\_\_\_  
Date Signed

### **STRF Statement**

#### **PART ONE**

The State of California established the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic loss suffered by a student in an educational program at a qualifying institution, who is or was a California resident while enrolled, or was enrolled in a residency program, if the student enrolled in the institution, prepaid tuition, and suffered an economic loss. Unless relieved of the obligation to do so, you must pay the state-imposed assessment for the STRF, or it must be paid on your behalf, if you are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if you are not a California resident, or are not enrolled in a residency program.

#### **PART TWO**

It is important that you keep copies of your enrollment agreement, financial aid documents, receipts, or any other information that documents the amount paid to the school. Questions regarding the STRF may be directed to the Bureau for Private Postsecondary Education, 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, (916) 431-6959 or (888) 370-7589.

To be eligible for STRF, you must be a California resident or enrolled in a residency program, prepaid tuition, paid or deemed to have paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The institution, a location of the institution, or an educational program offered by the institution was closed or discontinued, and you did not choose to participate in a teach-out plan approved by the Bureau or did not complete a chosen teach-out plan approved by the Bureau.
2. You were enrolled at an institution or a location of the institution within the 120 day period before the closure of the institution or location of the institution, or were enrolled in an educational program within the 120 day period before the program was discontinued.
3. You were enrolled at an institution or a location of the institution more than 120 days before the closure of the institution or location of the institution, in an educational program offered by the institution as to which the Bureau determined there was a significant decline in the quality or value of the program more than 120 days before closure.
4. The institution has been ordered to pay a refund by the Bureau but has failed to do so.
5. The institution has failed to pay or reimburse loan proceeds under a federal student loan program as required by law, or has failed to pay or reimburse proceeds received by the institution in excess of tuition and other costs.
6. You have been awarded restitution, a refund, or other monetary award by an arbitrator or court, based on a violation of this chapter by an institution or representative of an institution, but have been unable to collect the award from the institution.
7. You sought legal counsel that resulted in the cancellation of one or more of your student loans and have an invoice for services rendered and evidence of the cancellation of the student loan or loans.

To qualify for STRF reimbursement, the application must be received within four (4) years from the date of the action or event that made the student eligible for recovery from STRF.

A student whose loan is revived by a loan holder or debt collector after a period of noncollection may, at any time, file a written application for recovery from STRF for the debt that would have otherwise been eligible for recovery. If it has been more than four (4) years since the action or event that made the student eligible, the student must have filed a written application for recovery within the original four (4) year period, unless the period has been extended by another act of law.

However, no claim can be paid to any student without a social security number or a taxpayer identification number.